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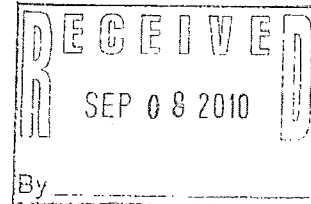
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September 1, 2010



Christina Ctorides
GOLDSMITH CTORIDES & RODRIGUEZ
747 Third Avenue
New York, NY 10017

RE: [REDACTED]
Insured by: Blue Cross of Idaho
Our File No. 2010.118

Dear Ms. Ctorides:

This law firm represents the subrogated interest of Blue Cross of Idaho for medical benefits paid to, or on behalf of, your client [REDACTED], as a result of her accident which occurred on April 15, 2008. We are writing to introduce ourselves and to assure you of our cooperation with you during the pendency of the claim.

Please be advised that the health plan is governed by ERISA and federal law will apply.

Blue Cross has paid medical bills totaling [REDACTED] on behalf of [REDACTED] to date. Enclosed please find an itemization from Blue Cross reflecting the benefits it has paid relating to this matter. I have also enclosed a copy of the subrogation provisions from the Blue Cross policy. Please be sure to check with us prior to settling or otherwise resolving this claim, as this figure is subject to change as additional bills are processed by Blue Cross.

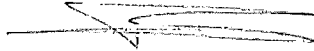
Please provide me with the name and address of any insurer against whom you are making a claim, as well as the name of the adjuster, and the claim number. We would also appreciate knowing when you send out your settlement proposal; and if litigation is necessary, please notify us when a Complaint is filed.

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Blue Cross of Idaho claims a right to reimbursement of all amounts paid as benefits. If you disagree with this position, when you come into possession of recovery funds, Rule 1.15(c) of the Idaho Rules of Professional Conduct require you to hold the amount in dispute, and keep it separate, until the dispute is resolved.

Once you have received this letter, we would appreciate a call. If you are in need of any assistance, information, or documentation that we can provide, please let us know. We look forward to hearing from you, and to working with you.

Most Sincerely Yours,

A handwritten signature in dark ink, appearing to read 'Timothy C. Walton', with a horizontal line drawn through the middle of the signature.

Timothy C. Walton
CHASAN & WALTON
Attorneys for Blue Cross of Idaho

TCW/kk
Encl.

Subrogation and Reimbursement Rights Of Blue Cross Of Idaho

The benefits of this Policy will be available to an Insured when he or she is injured, suffers harm or incurs loss due to any act, omission, or defective or unreasonably hazardous product or service of another person, firm, corporation or entity (hereinafter referred to as "third party"). To the extent that such benefits for Covered Services are provided or paid for by Blue Cross of Idaho under this Policy or any other Blue Cross of Idaho plan, agreement, certificate, contract or policy, Blue Cross of Idaho shall be subrogated and succeed to the rights of the Insured or, in the event of the Insured's death, to the rights of his or her heirs, estate, and/or personal representative.

As a condition of receiving benefits for Covered Services in such an event, the Insured or his or her personal representative shall furnish Blue Cross of Idaho in writing with the names and addresses of the third party or parties that caused or are responsible, or may have caused or may be responsible for such injury, harm or loss, and all facts and information known to the Insured or his or her personal representative concerning the injury, harm or loss.

Blue Cross of Idaho may at its option elect to enforce either or both of its rights of subrogation and reimbursement.

Subrogation is taking over the Insured's right to receive payments from other parties. The Insured or his or her legal representative will transfer to Blue Cross of Idaho any rights he or she may have to take legal action arising from the injury, harm or loss to recover any sums paid on behalf of the Insured. Thus, Blue Cross of Idaho may initiate litigation at its sole discretion, in the name of the Insured, against any third party or parties. Furthermore, the Insured shall fully cooperate with Blue Cross of Idaho in its investigation, evaluation, litigation and/or collection efforts in connection with the injury, harm or loss and shall do nothing whatsoever to prejudice Blue Cross of Idaho's subrogation rights and efforts. Blue Cross of Idaho will be reimbursed in full for all benefits paid even if the Insured is not made whole or fully compensated by the recovery.

Additionally, Blue Cross of Idaho may at its option elect to enforce its right of reimbursement from the Insured, or his or her legal representative, of any benefits paid from monies recovered as a result of the injury, harm or loss. The Insured shall fully cooperate with Blue Cross of Idaho in its investigation, evaluation, litigation and/or collection efforts in connection with the injury, harm or loss and shall do nothing whatsoever to prejudice Blue Cross of Idaho's reimbursement rights and efforts.

The Insured shall pay Blue Cross of Idaho as the first priority, and Blue Cross of Idaho shall have a constructive trust and an equitable lien on, all amounts from any recovery by suit, settlement or otherwise from any third party or parties or from any third party's or parties' insurer(s), indemnitor(s) or underwriter(s), to the extent of benefits provided by Blue Cross of Idaho under this Policy, regardless of how the recovery is allocated (*i.e.*, pain and suffering) and whether the recovery makes the Insured whole. Thus, Blue Cross of Idaho will be reimbursed by the Insured, or his or her legal representative, from monies recovered as a result of the injury, harm or loss, for all benefits paid even if the Insured is not made whole or fully compensated by the recovery.

To the extent that Blue Cross of Idaho provides or pays benefits for Covered Services, Blue Cross of Idaho's rights of subrogation and reimbursement extend to any right the Insured has to recover from the Insured's insurer, or under the Insured's "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions, and workers' compensation benefits.

Blue Cross of Idaho shall have the right, at its option, to seek reimbursement from, or enforce its right of subrogation against, the Insured, the Insured's personal representative, a special needs trust, or any trust, person or vehicle that holds any payment or recovery from or on behalf of the Insured including the Insured's attorney.

Blue Cross of Idaho's subrogation and reimbursement rights shall take priority over the Insured's rights both for expenses already incurred and paid by Blue Cross of Idaho for Covered Services, and

for benefits to be provided or payments to be made by Blue Cross of Idaho in the future on account of the injury, harm or loss giving rise to Blue Cross of Idaho's subrogation and reimbursement rights. Further, Blue Cross of Idaho's subrogation and reimbursement rights for incurred expenses and/or future expenses yet to be incurred are primary and take precedence over the rights of the Insured, even if there are deficiencies in any recovery or insufficient financial resources available to the third party or parties to totally satisfy all of the claims and judgments of the Insured and Blue Cross of Idaho.

Collections or recoveries made in excess of such incurred Blue Cross of Idaho expenses shall first be allocated to such future Blue Cross of Idaho expenses, and shall constitute a special Deductible applicable to such future benefits and services under this or any subsequent Blue Cross of Idaho policy. Thereafter, Blue Cross of Idaho shall have no obligation to make any further payment or provide any further benefits until the benefits equal to the special Deductible have been incurred, delivered, and paid by the Insured.